

# EXHIBIT B



## Warranty Claim Communication

07/16/2018

Pamela Frick  
5107 Sand Trap Court  
Monroe, NC 28112

Re: 5107 Sand Trap Ct. , Monroe, NC 28112

Dear Pamela,

Allura is one of the leading manufacturers of fiber cement products. At Allura we pride ourselves on being trustworthy and reliable and stand behind all our products. We have recently been made aware that certain homeowners in the Stonebridge subdivision in Monroe, North Carolina have reported concerns with the exterior fiber cement siding installed on their homes.

We understand that you may be one of the individuals. Allura takes your concerns seriously. In an effort to make the warranty claim process as smooth as possible, we are enclosing an Allura Claim Form with this letter. If you wish to pursue a warranty claim with Allura, you are required to complete, sign and submit the Claim Form to [AlluraUSA@brightclaim.com](mailto:AlluraUSA@brightclaim.com) as soon as possible.

Allura will arrange an inspection of the siding at your Home by an independent third-party company. The third party may collect samples, should they deem it prudent for purposes of product identification and evaluation. In the event the third party collects any samples of the siding, we will ensure that those areas are temporarily patched following the inspection. During the inspection, the third-party provider may request documentation from you relating to any siding work that may have been carried out on the exterior of the Home since the time of original construction. Please be prepared to provide the documents upon request. If a repair or improvement was made by your builder Allura will collect the information directly from your builder. Once the site inspection has been arranged you will be notified by Allura on the date the inspection will take place.

For your reference, included with this letter is a copy of the Allura 50 Year Transferable Limited Product Warranty for fiber cement siding products installed from February 1, 2014 through August 1, 2016. If the fiber cement product on your Home was installed before February 2014, that fiber cement product is not Allura brand material. Accordingly, if the siding materials at your Home were installed prior to that date, or if it is otherwise determined that the siding on your Home is not the Allura brand product, you should contact the manufacturer of your fiber cement siding materials with any additional questions concerning your warranty claim.

We look forward to addressing your concerns promptly and efficiently. Thus, it is critical that you provide us the requested information and allow our third party consultants sufficient access to your Home, for the mutual goal of providing a quick warranty coverage determination and, ultimately, to define and expedite an appropriate resolution. If you have any questions, please contact [AlluraUSA@brightclaim.com](mailto:AlluraUSA@brightclaim.com).

Thank you,

The Allura Warranty Claim Department

[AlluraUSA@brightclaim.com](mailto:AlluraUSA@brightclaim.com)  
PO Box 502048  
Atlanta GA 30350-2997  
1-844-622-6273



# Warranty Claims Form

Homeowner(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (If different from above): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Product Type: \_\_\_\_\_ Texture: \_\_\_\_\_ Reveal: \_\_\_\_\_

Color: \_\_\_\_\_ ColorMax: ☐ Primed: ☐

Date Purchased: \_\_\_\_\_ Elevations Affected: \_\_\_\_\_ Pieces Affected: \_\_\_\_\_

Date Installed: \_\_\_\_\_ Project Type : \_\_\_\_\_

Are you the first or second owner? First ☐ Second ☐ Date of Purchase: \_\_\_\_\_

Residence: \_\_\_\_\_ Approx. Square Footage: \_\_\_\_\_

Builder / Contractor / Installer: \_\_\_\_\_ Phone: \_\_\_\_\_

Product Supplier / Dealer: \_\_\_\_\_ Phone: \_\_\_\_\_

Explain Concern: \_\_\_\_\_

*The above statements are true to the best of my knowledge.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Also required is a Proof of Property Ownership such as a current property tax statement or a current mortgage statement. Please forward the document with your completed claim form should you wish to file a claim.

We will be in touch with you once the inspection date has been arranged.

Thank you.

Allura Warranty



*50 Year Transferable Limited Product Warranty*

WARRANTY COVERAGE. ALLURA, ("ALLURA") warrants, for a period of fifty (50) years (the "Limited Warranty Period") from the date of purchase of ALLURA's Fiber Cement Siding Products (collectively, herein called "the Product"), for installation within the Continental U.S., the District of Columbia, and Canada, that such purchased Product complies with ASTM C1186, and that, if used for its intended purpose and properly installed and maintained according to ALLURA's published installation instructions: (a) will resist damage caused by hail or termite attacks, (b) will resist rot, (c) will remain non-combustible, and (d) will be free from manufacturing defects in material and workmanship. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, (ii) the first subsequent owner of the property on which the Product is installed, and (iii) the first transferee (each a "Covered Person").

2. ALLURA'S OBLIGATIONS. If, during the Limited Warranty Period, the Product is defective in material or workmanship, ALLURA will, in its sole and reasonable discretion, **either**: (i) repair **or** replace the defective portion of the Product, **or** (ii) (a) during the first (1st) through the thirty-fifth (35<sup>th</sup>) year from the date of Product installation, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product (no labor or other charges shall be paid), **or** (b) during the thirty-sixth (36<sup>th</sup>) through the fiftieth (50<sup>th</sup>) year from the date of installation, reimburse the Covered Person an amount equal to the cost of similar replacement product for the defective portion of the Product (no labor or other charges shall be paid) less an annual pro rata reduction of 6.67% per year (36<sup>th</sup> year, 6.67%; 37<sup>th</sup> year, 13.34%, etc.) such that from and

after the fiftieth (50) year the amount payable under this Limited Warranty shall be zero. If the Covered Person to the reasonable satisfaction of ALLURA cannot establish the original retail cost of the defective portion of the Product, the retail cost of the defective portion of the Product shall be determined by ALLURA in its sole and reasonable discretion. ALLURA's repair or replacement of the defective portion of the Product, or reimbursement to a Covered Person, pursuant to this Section 2 of this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. ALLURA WILL NOT REIMBURSE OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

3. CONDITIONS PRECEDENT. Warranty coverage under this Limited Warranty is and shall be subject to the following terms and conditions:

(a) A Covered Person must provide written notice to ALLURA within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must include: (a) the name, phone number and address of the owner of the property on which the Product was installed, (b) the address of the property on which the Product was installed, (c) The name of the Product or a detailed description, and the date on which the Product was installed, (d) The date when the claimant discovered the problem, (e) A brief description of the problem, and (f) A brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damage or failure to the Product and to the Covered Person's property.

(b) Shortly after receiving written notice of a claimed defect covered by this Limited Warranty, ALLURA will provide the claimant with a Claimant



*50 Year Transferable Limited Product Warranty*

Questionnaire to fill out. This Claimant Questionnaire must be completed, signed and returned by the claimant to ALLURA (along with the photographic or other physical evidence requested in the Claimant Questionnaire) within sixty (60) days after the date on which ALLURA provided the Claimant Questionnaire to the claimant. A claimant under this Limited Warranty must provide satisfactory proof to ALLURA that such claimant is a Covered Person as defined in Section 1 above.

(c) The Product must be installed according to ALLURA's printed installation requirements and must comply with all applicable building codes adopted by applicable federal, state and/or local governmental authorities.

(d) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow ALLURA or ALLURA's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from ALLURA could possibly void the Product's Limited Warranty.

**4. EXCLUSIONS FROM COVERAGE.**

This Limited Warranty does not cover damage or defects resulting from or in any way pertaining or attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, trim, framing

members, wall assemblies or other accessories; (b) Further processing, modification or alteration of the Product after shipping from ALLURA; (c) Neglect, abuse, or misuse; (d) Product repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure to which the Product is attached; (g) Exceeding the maximum designed wind loads; (h) Acts of God including without limitation riots, civil insurrections, wars, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including without limitation unusual weather or climate conditions); (i) Efflorescence, (j) Peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) Lack of proper storage, handling, shipping or maintenance; or (m) Any cause whatsoever other than defects in material and workmanship attributable to ALLURA.

**5. SETTLEMENT OF A CLAIM.** Any Product replacements or reimbursements made by ALLURA pursuant to Section 2, above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims

in any arbitration or litigation related to or arising from any Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or for which a reimbursement has been made.

**6. LIABILITY LIMITATION.**



*50 Year Transferable Limited Product Warranty*

**NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, ALLURA SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING**

**WITHOUT LIMITATION ANY AND ALL CLAIMS PERTAINING TO: (a) PROPERTY DAMAGE, (b) BREACH OF WARRANTY, (c) BREACH OF CONTRACT, (d) TORT, OR (e) ANY OTHER LEGAL CLAIM OR THEORY.**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**7. WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE ALLURA PRODUCT COVERED HEREBY. ALLURA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF**

**MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE.** In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you might possibly have additional rights, which vary from one jurisdiction to another.

**8. PRODUCT MODIFICATION/DISCONTINUANCE.** ALLURA reserves the right to

discontinue or modify the Product at any time, and from time to time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, ALLURA will, in its sole discretion, fulfill any replacement obligation under this Limited Warranty with a product of equal or greater value.

**9. CHOICE OF LAW.** This Limited Warranty is to and shall be construed under the laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

**10. BINDING ARBITRATION.** By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of any Product from ALLURA shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes



*50 Year Transferable Limited Product Warranty*

**Supplementary Procedures, if applicable, shall apply. These Arbitration Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://www.adr.org). Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against ALLURA, you must file a case with the American Arbitration Association in Houston, Texas. You may visit the American Arbitration Association's web site at [www.adr.org](http://www.adr.org) to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you and ALLURA are each waiving the right to a trial by jury or to participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1-16).**

**11. SEVERABILITY.** All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be

fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

**12. ENTIRE AGREEMENT.** This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of ALLURA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALLURA OR ITS AGENTS WILL CREATE ANY ADDITIONAL ALLURA WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF ALLURA'S OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.

**13. EFFECTIVE DATE.** The effective date of this Limited Warranty is February 1, 2014 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date.

**14. OBTAINING LIMITED WARRANTY SERVICE.** For Limited Warranty service, call **1 844 4 ALLURA** or write Limited Warranty Department, ALLURA, 15055 Woodham Drive, Houston, Texas 77073.



RECEIVED JUL 23 2018

## Warranty Claims Form

Homeowner(s): Pamela J. Frick  
Address: 5107 Sand Trap Ct.  
City: Monroe State/Province: NC Zip Code: 28112  
Mailing Address (if different from above): PO Box 1304, Waxhaw, NC 28173  
Phone: 704-650-7578 Email: pjfricke@windstream.net  
Product Type: Annual/CeramTeed Fiber Cement Board Siding ?? Texture: ?? Reveal: 7"  
Color: ?? ColorMax: ☐ Primed: ☐  
Date Purchased: 2/25/16 Elevations Affected: Front + Sides Pieces Affected:         
Date Installed: March 2016 Project Type:         
Are you the first or second owner? First ☒ Second ☐ Date of Purchase: 5/27/16  
Residence:        Approx. Square Footage: 1,680  
Builder / Contractor / Installer: True Homes / South End Exteriors Phone: 704-238-1229  
Product Supplier / Dealer: Associated Materials, Inc. Phone: 704-377-5808  
dba Alside Supply Center

## Explain Concern:

I purchased my home in May 2016.  
• On May 9, 2018, a large piece of siding fell off my house. A licensed repairman repaired it. However, a siding contractor discovered cracks in multiple boards, and estimated \$600 to repair/replace 2 boards.  
• June 29, 2018: Southern Star Roofing & Construction performed a detailed inspection and discovered more cracks. They recommend full replacement because the issue will continue and get worse.  
I am unable to afford so much work on a brand new home. If the siding were better quality, I should not have to worry about this ever - much less two years into it.  
Homes in my neighborhood have failed inspections over this issue. That is an even bigger financial burden. Please help us. Thank you!

The above statements are true to the best of my knowledge.

Signature Pamela J. FrickDate 7-18-18



RECEIVED JUL 3 7 2018



JOSH STEIN  
ATTORNEY GENERAL

STATE OF NORTH CAROLINA  
DEPARTMENT OF JUSTICE  
9001 MAIL SERVICE CENTER  
RALEIGH, NORTH CAROLINA 27699-9001  
WWW.NCDOJ.GOV

CONSUMER PROTECTION  
TOLL-FREE IN NC: 877.566.7226  
OUTSIDE OF NC: 919.716.6000  
FAX: 919.716.6050

July 25, 2018

Allura Siding  
P O Box 502048  
Atlanta, GA 31150

Re: **File No. 1807791**  
Pamela Frick  
P O Box 1304  
Waxhaw, NC 28173

Dear Sir:

The Consumer Protection Division has received the attached complaint regarding your business.

In order to assess the merits of the complaint and to determine appropriate action, we need to know your position and any proposed resolution. Therefore, we ask that you provide a written statement of your position, along with copies of any supporting documents, within fifteen (15) business days of the date of this letter.

Please refer to our File Number 1807791 when you correspond with our office concerning this matter. If you prefer to submit your response electronically, we request that you do so using your business' letterhead, indicating the name of the person sending the response and the sender's contact information. An electronic response should be sent to [consumer@ncdoj.gov](mailto:consumer@ncdoj.gov) and cannot exceed 5 mb, including attachments.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Maria Harkley".

Maria Harkley  
Consumer Protection Specialist  
CONSUMER PROTECTION DIVISION

Enclosure

cc: Pamela Frick  
True Homes

## Consumer

---

**From:** conforms@ncdoj.gov  
**Sent:** Friday, July 20, 2018 9:02 PM  
**To:** Consumer  
**Subject:** Complaint 42214 Frick  
**Attachments:** FRICK - Defective Siding Complaint - 2018.pdf; FRICK - Complaint 2018 - Warranties.pdf

## Your Information

Prefix Ms \* First Name Pamela  
Middle Initial \* Last Name Frick  
\* Mailing Address PO BOX 1304  
\* City WAXHAW  
\* State NC \* Zip Code 28173  
Country, if not US United States  
Day Phone Number (including area code) 7046507578  
Evening Phone Number (including area code) 7046507578  
Cell Phone Number (including area code) 7046507578  
Fax Number (including area code)  
County of Residence Union Email Address pjfrick@windstream.net  
I am a military service member or military spouse No

## Information About Company Against Which You Are Complaining

\* Full name of company Allura Siding  
Address PO Box 502048  
City Atlanta  
State GA Zip Code 31150  
Country, if not US  
Company's internet address (URL) <https://www.allurausa.com/>  
\* Telephone number, including area code 1-844-622-6273  
Fax number, including area code

## Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved Allura Siding - Fiber Cement Board (7" reveal)

Date of purchase, service, contract 5/26/2016 12:00:00 AM

Manufacturer or brand Allura

Model Defective Allura Siding - Fiber Cement Board (7" reveal)

Account number Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or a lease? No

Start Date End Date

Total amount paid Amount in dispute 42,500

How was payment made: Cash

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

## Information About the Transaction

How was initial contact made between you and the

I telephoned the business

Where did the transaction take place?

At my home

## Details of Complaint

\* Details

Limit of 2500 characters

Hello! I am writing to request assistance with and/or initiate action against True Homes, South End Exteriors and Allura Siding (warranted by Plycem USA LLC). Because the issues outlined below extend to the majority of my neighborhood, we are reaching out to the NCDOJ for assistance. We greatly appreciate your help in resolving this matter. Facts Subdivision Name Stonebridge – Golf View Property Address 5107 Sand Trap Ct. Monroe, NC 28112 Home Build Completion Date Early 2016 Close Date May 26, 2016 Home Size 1,680 sf Builder True Homes USA 2656 Brekonridge Centre Dr. Suite 104 Monroe, NC 28110 Installer South End Exteriors 1500-z Continental Blvd. Charlotte, NC 28273 Siding Brand Certain-Teed Fiber Cement Board (under the Allura Brand) Summary • May 9, 2018 A large chunk of siding fell off of my house. I discovered it prior to the yard maintenance crew's work that day, so I know they did not cause the break. A licensed repair man fixed the break. However, further investigation by a local siding company revealed cracks in other boards. • June 29, 2018 - Southern Star Roofing & Construction (a

second professional siding contractor) performed a detailed inspection of my home's siding. Inspection revealed multiple cracks in multiple locations on the siding. Inspection concluded that a defect in the siding material and/or improper installation methods created shrinkage between the ends of siding (in some places as large as 5/16"). Sections of siding were re-fastened with interior trim nails, which created the cracking, delamination and damage. See attached inspection report for details. - Southern Star Roofing & Construction concluded that the majority of the damages are the direct result of a defect in the siding material as well as improper fasteners and fastening methods, which worsened the damage. The cracking will continue if not repaired. - Southern Star Roofing & Construction recommended full replacement of the home's siding. See attached estimate for \$36,000 to \$42,500. Because the damage to my home was caused by a combination of defective materials and installation methods, the manufacturer and installer will refuse responsibility for correcting the issues and will refuse to compensate me and my neighbors for the damage so that we may have the siding on our homes replaced. The builder, True Homes, has already refused to take ownership of the issue, suggesting we contact the manufacturer and/or the installer. Existing class-action suits against CertainTeed Siding (now Allura) do not apply to most of us because our homes were built after 2013. This places my neighbors and myself in a difficult circle of inaction by those responsible whose negligence is creating a negative impact for all of us. Meanwhile, our homes are literally crumbling down and eventually will suffer water damage and other issues. Additionally, homeowners seeking to sell their homes were unable to do so because the cracked siding caused the homes to fail inspection. We look to you to help us obtain some recourse, remedy and relief in this matter. Please help us. Thank you for your kind consideration of our requests. Sincerely, Pamela J. Frick

## Resolution Attempts You Have Made

Have you contacted the company with your complaint?	Yes
If yes, name of person most recently contacted	Warranty Department
His/her phone number, incl. area code	
Results	N/A; Mailed warranty claim information on 7/19/2018
* What resolution would you consider fair? (Limit 1,000 characters)	Full replacement of siding
Do you have an attorney in this case?	No
If yes, name of your attorney	
Attorney's number, incl. area code	
Has your complaint been heard or is it scheduled to be heard in court?	No
If yes, where and when?	
If already heard, what was the result?	
Will you be submitting documentation by mail or fax?	No

## CONTRACT ADDENDUM

Special provisions attached to and hereby made a part thereof, the contract dated 08/15/2016, on Lot 00.0049, Phase in the Olde Liberty Manors (NC)(RAL) subdivision, Franklin county, located at 175 Clubhouse Dr YOUNGSVILLE, NC 27596, between (Seller) and Taofikat A. Oladipo (Purchaser(s)).

Purchaser acknowledges that the Home (as defined in the Agreement of Sale) is subject to that certain Amenity Use Agreement recorded in Book 2014 Page 473 of the Franklin County Registry, which provides that each Lot owner shall have the right and easement of enjoyment in and to the clubhouse and pool located on the real property owned by Olde Liberty Man Recreation, LLC (the "Amenity").

Purchaser further acknowledges that Purchaser shall be responsible for the payment of a one-time initiation fee in the amount of Seven Hundred fifty Dollars (\$750.00) for the use of the Amenity, which shall be paid at the time of Settlement (as defined in the Agreement of Sale). Purchaser shall also be solely responsible for the payment of each monthly assessment for the use of the Amenity, which shall be paid in an amount and to such payee set forth in the Amenity Use Agreement.

DocuSigned by:  
Taofikat A. Oladipo  
Taofikat Oladipo  
00A24B311D044F2 Date: 8/23/2016

Seller -

Authorized Officer

Date

## NORTH CAROLINA ADDENDUM TO AGREEMENT OF SALE

The items included hereunder shall be a part of the Agreement of Sale dated 08/15/2016, between (Seller) and Buyer(s) as identified below.

This disclosure statement concerns the property located in the County of Franklin, State of NC, described as Lot 00,0049, Phase - Subdivision Olde Liberty Manors (NC)(RAI).

Address: 175 Clubhouse Dr  
YOUNGSVILLE, NC 27596

### 1. Affiliated Business Arrangement Disclosure

- (1) This is to give you notice that Dan Ryan Builders - North Carolina, LLC has a business relationship with Prime Lending.
- (2) This is to give you notice that Dan Ryan Builders - North Carolina, LLC has a business relationship with

You are not required to use the listed providers as a condition for purchase of the subject property. There are other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Provider	Service
Prime Lending	Mortgage Lending Settlement Services

### 2. Deposit Disclosure

Buyer acknowledges that the deposit will not be entitled to any interest.

### 3. New Home Warranty Disclosure

Dan Ryan Builders - North Carolina, LLC is a builder who participates in a new home warranty security plan. Your new home will be covered by a new home warranty. A brochure detailing your warranty coverage is being provided to you with this Agreement of Sale. On the day that you take possession of your new home, you will be provided with evidence that a new home warranty exists for your home and that coverage begins on that date. You will be provided with a signed new home warranty within sixty days from the date the coverage begins.

### 4. FHA Disclosure - Real Estate Certification

We the Purchaser(s), Seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the Agreement.

Taufik A. Oladipo  
Taufik Oladipo  
DocuSigned by:  
Taufik A. Oladipo  
DBA248311D044F2  
Date: 8/23/2016

Seller

Authorized Officer

Date

Listing Agent (as applicable)

Date

Michelle Wilder-Baker

8/21/2016

Selling Agent (as applicable)

Date

### 5. HOA Disclosure

Page 1 of 3

Purchaser's Initials TO  
Purchaser's Initials  
Seller's Initials [Signature]

☒ THE FOLLOWING PROVISION ONLY APPLIES IF THE BOX IS CHECKED

There is a Homeowners' Association in Old Liberty Manors (NC)(RAL) (the "Community"). It is a requirement and condition of purchase that you be a member of the Association. The fee will be used for maintenance of common areas, etc., and will be determined by the owners.

By purchasing a lot within the Community, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the Homeowners' Association. You should review the disclosures that you have been provided carefully to ascertain your rights, responsibilities, and obligations within the Development.

\$750 Capital Contribution/Amenity Fee and \$39/month Pool \$500 Capital Contribution <sup>DS</sup> and \$87/q <sub>70</sub>

By signing below, Buyer(s) acknowledge receipt of a copy of the Homeowners Association Documents.

6. **Grinder Pump**☐ THE FOLLOWING PROVISION ONLY APPLIES IF THE BOX IS CHECKED

The Buyer(s) understand that the Property may be equipped with a Grinder Pump. A Grinder Pump is necessary when the sewage system serving your home cannot be fed by gravity. The sales person has explained to me (us) the advantages and disadvantages of this system. The Buyer(s) have been given the name of the proper production person in the event there are any further questions.

7. **Hung Sewer**☐ THE FOLLOWING PROVISION ONLY APPLIES IF THE BOX IS CHECKED

The Buyer(s) understand that the Property may be equipped with a Hung Sewer. A Hung Sewer exists when the sewer lateral enters the home above the basement floor level. The sales person has explained to me (us) the advantages and disadvantages of this system. The Buyer(s) have been given the name of the proper production person in the event there are any further questions.

8. **Structured Wiring**☒ THE FOLLOWING PROVISION ONLY APPLIES IF THE BOX IS CHECKED

<sup>DS</sup>  
70  
Buyer(s)  
Initials

The Buyer(s) understand that Guardian Protection Services, Inc. ("Guardian") is the low-voltage supplier for Dan Ryan Builders - North Carolina, LLC and you agree to meet the Guardian Account Manager 7-14 days following the Date of Sale on this agreement. If you do not meet with the Guardian Account Manager during this period, phone and cable outlets will be installed in their standard locations.

9. **Central Propane Gas Disclosure**☐ THE FOLLOWING PROVISION ONLY APPLIES IF THE BOX IS CHECKED

The Buyer(s) have acknowledged the receipt of the Central Propane Gas Distribution System Disclosure and the Pre-Annexation Agreement as part of the Homeowner documents provided.

10. **Special Propane Acknowledgement**☐ THE FOLLOWING PROVISION ONLY APPLIES IF THE BOX IS CHECKED

The Buyer(s) acknowledge that they are aware that their new home will be serviced by a propane gas system.

- ☐ The Buyer(s) further acknowledge that they are aware that the propane gas will be stored in an underground tank located on their property (hot water heater, heating, and some appliances).
- ☐ The Buyer(s) further acknowledge that they are aware that the propane gas will be stored in above ground tank (fireplace or cooking only).

The Buyer(s) are aware that the propane gas must be supplied by a third party. In order to avoid any possibility that the propane gas supply will not be consistent during the initial months of ownership, the Buyer(s) agree to purchase, for a three-month period commencing on the date of settlement, propane gas from the Supplier at a competitive market price. Thereafter, the Buyer(s) are free to select any source of supply of their choosing including, but not limited to the Supplier. A Service Continuation Agreement will be forthcoming from the Supplier to insure continual supply, should the Buyer(s) desire to use the Supplier. Seller wishes to confirm and disclose that the new house will be serviced by propane gas to be stored on the site with the tank and propane to be supplied by \_\_\_\_\_ (Supplier).

The tank to be supplied is subject to a limited one-year warranty by the Supplier. Any service required in connection with the tank shall be requested directly by the Buyer(s) from the Supplier. After the one year warranty period has expired, Buyer(s) acknowledge that the Supplier shall have no further liability arising from the use of the tank and its related utilization equipment.

The Buyer(s) recognize and acknowledge that Seller shall have no responsibility or liability for any matter relating to the tank or the supply of propane gas for the tank after closing on the house.

The foregoing disclosures and/or documents were delivered to the Buyer(s) on 19th day of August, 2016. By signing below, the Buyer(s) acknowledge that they have read and understand the above disclosures and agree to be bound by them.

Buyer:

Tafikat A. Oladipo DocuSigned by: Tafikat A. Oladipo Date: 8/23/2016  
Tafikat Oladipo DBA24B311D044F2

Seller:

By: [Signature]  
Authorized Officer

8/23/16  
Date

Purchaser's Initials TO  
Purchaser's Initials \_\_\_\_\_  
Seller's Initials \_\_\_\_\_

**Pamela J. Frick**  
PO Box 1304  
Waxhaw, NC 28173  
(704) 650-7578

---

July 14, 2018

NC Department of Justice  
114 W Edenton St.  
Raleigh, NC 27603

Subject: True Homes and Defective Allura Cement Board Siding Issues

Note: Related complaint submitted on or around July 13, 2018 by  
Mrs. Donna Johns, 2602 White Pines Ct., Monroe, NC 28112

Hello!

I am writing to request assistance with and/or initiate action against True Homes, South End Siding and Allura Siding (warranted by Plycem USA LLC). Because the issues outlined below extend to the majority of my neighborhood, we are reaching out to the NCDOJ for assistance. We greatly appreciate your help in resolving this matter.

**Facts**

**Subdivision Name**  
Stonebridge – Golf View

**Property Address**  
5107 Sand Trap Ct.  
Monroe, NC 28112

**Home Build Completion Date**  
Early 2016

**Close Date**  
May 26, 2016

**Home Size**  
1,680 sf

**Builder**  
True Homes USA  
2656 Brekonridge Centre Dr.  
Suite 104  
Monroe, NC 28110

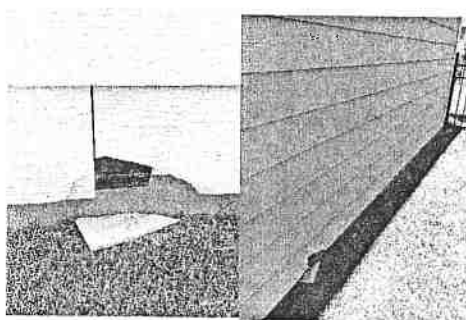
**Installer**  
South End Exteriors  
1500-z Continental Blvd.  
Charlotte, NC 28273

**Siding Brand**  
Certain-Teed Fiber Cement Board  
(under the Allura Brand)

### Summary

- **May 9, 2018**

A large chunk of siding fell off of my house. I discovered it prior to the yard maintenance crew's work that day, so I know they did not cause the break. A licensed repair man fixed the break. However, further investigation by a local siding company revealed cracks in other boards.



- **June 29, 2018**

- Southern Star Roofing & Construction (a second professional siding contractor) performed a detailed inspection of my home's siding. Inspection revealed multiple cracks in multiple locations on the siding. Inspection concluded that a defect in the siding material and/or improper installation methods created shrinkage between the ends of siding (in some places as large as 5/16"). Sections of siding were re-fastened with interior trim nails, which created the cracking, delamination and **damage**. See attached inspection report for details.
- Southern Star Roofing & Construction concluded that the majority of the damages are the direct result of a defect in the siding material as well as improper fasteners and fastening methods, which worsened the **damage**. The cracking will continue if not repaired.

Pamela J. Frick  
Complaint – Defective Siding Issues

- Southern Star Roofing & Construction recommended full replacement of the home's siding. See attached estimate for \$36,000 to \$42,500.

Because the **damage** to my home was caused by a combination of defective materials and installation methods, the manufacturer and installer will refuse responsibility for correcting the issues and will refuse to compensate me and my neighbors for the damage so that we may have the siding on our homes replaced. The builder, True Homes, has already refused to take ownership of the issue, suggesting we contact the manufacturer and/or the installer. Existing class-action suits against CertainTeed Siding (now Allura) do not apply to most of us because our homes were built after 2013. This places my neighbors and myself in a difficult circle of inaction by those responsible whose negligence is creating a negative impact for all of us. Meanwhile, our homes are literally crumbling down and eventually will suffer water **damage** and other issues. Additionally, homeowners seeking to sell their homes were unable to do so because the cracked siding caused the homes to fail inspection.

We look to you to help us obtain some recourse, remedy and relief in this matter. ***Please help us.*** Thank you for your kind consideration of our requests.

Sincerely,

Pamela J. Frick



## **Inspection Report**

**Name:** Pamela Frick

**Address:** 5107 Sand Trap Ct., Monroe NC 28112

**Date of Inspection:** 6/29/18

**Reason for Inspection:** Damaged Siding/Replacement Quote

### **Inspection:**

On 6/29/18 I completed an inspection of the above mentioned property to inspect the exterior for damages to the siding. The dwelling is estimated to be 2,400-2,600 square foot, single story, single family residence which is reported to be no greater than 5 years of age.

The exterior siding consists of CertainTeed Fiber Cement Board siding with a 7" reveal. The fascia appears to be 6"-8" wrapped with aluminum with vinyl soffit. The home has vinyl windows with standard exterior doors.

### **Confirmed Damages:**

Inspection of the siding revealed damages which appear to be caused by a defect in the Siding material and/or improper installation methods. I found shrinkage between the ends of Siding in excess of 1/16" - 3/16" on regular runs and 3/16"-5/16" on Siding installed abutting windows, doors and/or trim. In some areas the gaps were larger than 5/16". In addition, I found sections of siding that showed warping or bowing, some sections in excess of 1/2", and some sections appeared to have been re-fastened using interior trim nails in efforts to prevent cracking and further bowing. Multiple sections showed field and edge cracking through the board, or delamination as well as discoloration of lower sections along the bottoms of the exterior elevations.

### **Causation:**

It is the opinion of our office that the majority of the damages found are the direct result of a defect in the siding material. In addition, improper fasteners and fastening methods were used in attempts to correct bowing and / or warping which made the damages worsen.

**Manufacture Warranty/Product Defect Research:**

*CertainTeed Fiber Cement Siding Litigation, MDL Docket No. 2270 –*

After completing research on the CertainTeed Fiber Cement Board Siding I found the defect in the product has resulted in Litigation. The outcome - CertainTeed will pay \$103.9 million to settle the Class Action approved by the Court.

CertainTeed Corporation and representatives of owners of buildings on which the Siding had been installed reached a proposed class action settlement. The settlement is intended to resolve disputes between the parties about the performance of the Siding. This proposed class action settlement covers the entire United States.

You must file a Claim Form and have an Eligible Claim as defined in the Agreement in order to receive a remedy under the Agreement. You have six years from the Effective Date (see below) to file a Claim Form.

You are a Settlement Class Member if:

As of September 30, 2013, you owned a home, residence, building, or other structure in the United States, on which the Siding was installed on or before September 30, 2013.

If you are a Settlement Class Member, you are only eligible for a remedy under the Agreement if you have an Eligible Claim. Briefly, this means that your Siding exhibits Qualifying Damage pursuant to the criteria set forth in the Agreement. You may also file a claim if you purchased a building on which the Siding was installed on or before September 30, 2013, and the seller did not retain the right to make a claim.

If you owned a building on which the Siding was installed on or before September 30, 2013, but sold it, you may file a claim only if (a) the purchaser assigned that right to you in writing, AND (b) your claim package is postmarked no later than the later of 180 days after the Effective Date of the Settlement Agreement or the settlement on the sale of the building. You must submit the written assignment of the claim with your claim package.

The final fairness hearing was held on February 19, 2014, as scheduled. The court approved the settlement on March 20, 2014.

On April 9, the Jabrani objectors filed a notice of appeal challenging the Court's final approval of the settlement. This appeal has since been withdrawn making the settlement final and establishing the Settlement Effective Date as August 11, 2014

If you are a current property owner (and do not sell the property), your deadline to submit a claim is August 11, 2020

If you are a former property owner, your deadline to submit a claim is 90 days from the closing of your sale.

For more information please refer to the website below:

<http://www.certainteedfibercementsettlement.com/>

**SSC Recommendations:**

At this time it is the recommendation of Southern Star Construction that the existing CertainTeed Fiber Cement Board Siding be removed and new James Hardie or Nichiha Fiber Cement Board siding be installed, using composite corner, window and door trim. The existing fascia, soffit, gutters and eave/rake trim of the roof do not appear to be damaged, therefore no repairs are needed to these areas at this time.

We have prepared a quote for removal of the existing exterior siding, installing new house wrap/moisture barrier, then installing new James Hardie Fiber Cement board siding and a second quote for installing Nichiha Fiber Cement Board Siding which is most comparable in quality and pricing to the CertainTeed Fiber Cement board siding. Please refer to the enclosed quotes for review and consideration.

\*Please review the photo report enclosed for visualization of the confirmed damages.\*

Please contact Royce Woolard, Project Manager, Southern Star Construction if you have any questions, concerns or would like to review pricing for substitute products.

Respectfully,

**Royce Woolard**

Project Manager  
Cell 704-918-7176

***Southern Star Construction LLC***

***Carolina's premiere Roofing, Windows, and Siding Company***

704-YES-ROOF (704-937-7663)

6132 Brookshire Blvd., Suite I

PO Box 681641

Charlotte, NC 28216

Email: [Royce@SouthernStarRoofing.com](mailto:Royce@SouthernStarRoofing.com)

[www.SouthernStarRoofing.com](http://www.SouthernStarRoofing.com)



## Southern Star Roofing & Construction

6132 Brookshire Blvd, Suite I  
Charlotte, NC 28216  
704-YES-ROOF  
704-300-9965  
www.SouthernStarRoofing.com

- 1 Exterior Elevations/Front  
Elevation - 1  
Date Taken: 6/29/2018  
Taken By: R. Woolard - P.M.  
Elevation Overview



- 2 Exterior Elevations/Front  
Elevation - 2  
Date Taken: 6/29/2018  
Taken By: R. Woolard - P.M.  
Surface nailed siding and/or bowing,  
cracking or curling - efforts to reduce  
bowing/curling and cracking



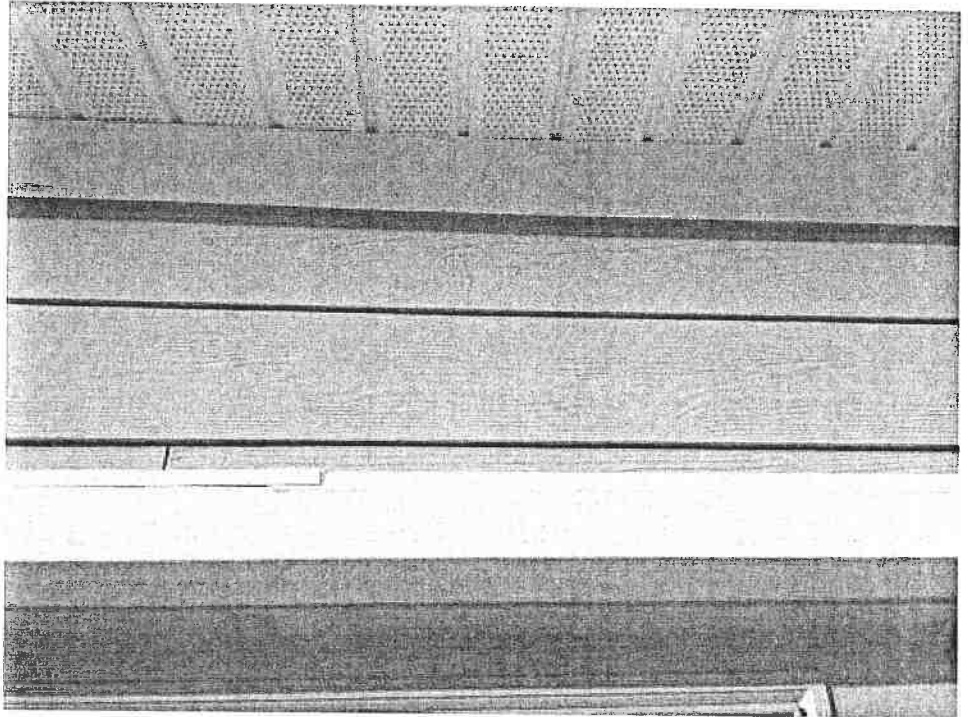


## Southern Star Roofing & Construction

6132 Brookshire Blvd, Suite I  
Charlotte, NC 28216  
704-YES-ROOF  
704-300-9965  
www.SouthernStarRoofing.com

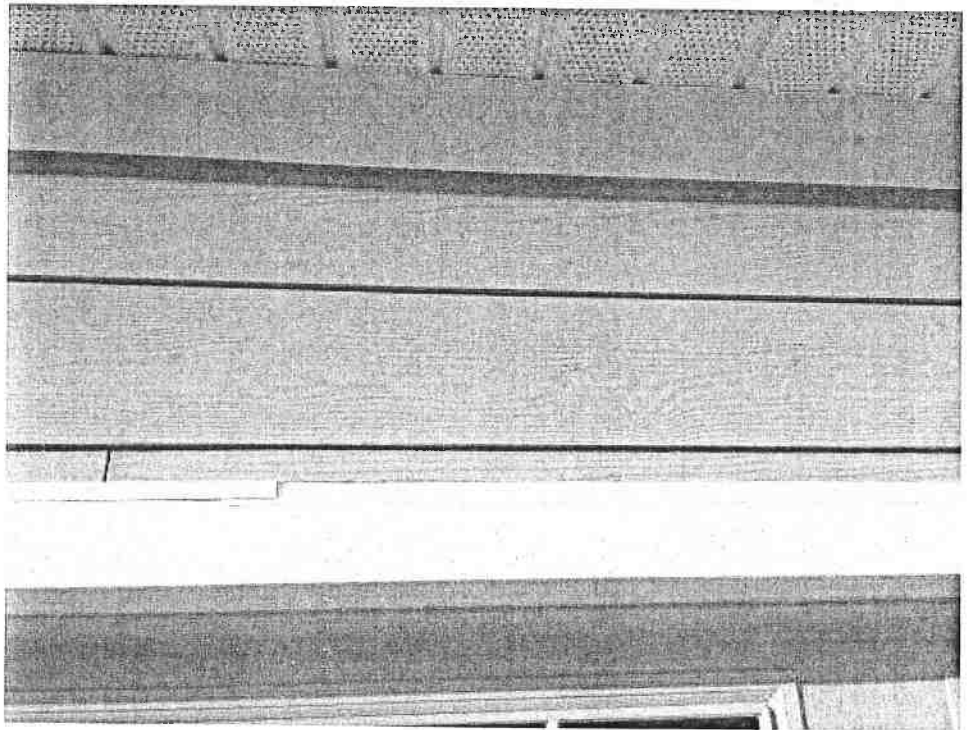
- 3 Exterior Elevations/Front  
Elevation - 3  
Date Taken: 6/29/2018  
Taken By: R. Woolard - P.M.

Surface nailed siding and/or bowing,  
cracking or curling - efforts to reduce  
bowing/curling and cracking



- 4 Exterior Elevations/Front  
Elevation - 4  
Date Taken: 6/29/2018  
Taken By: R. Woolard - P.M.

Surface nailed siding and/or bowing,  
cracking or curling - efforts to reduce  
bowing/curling and cracking

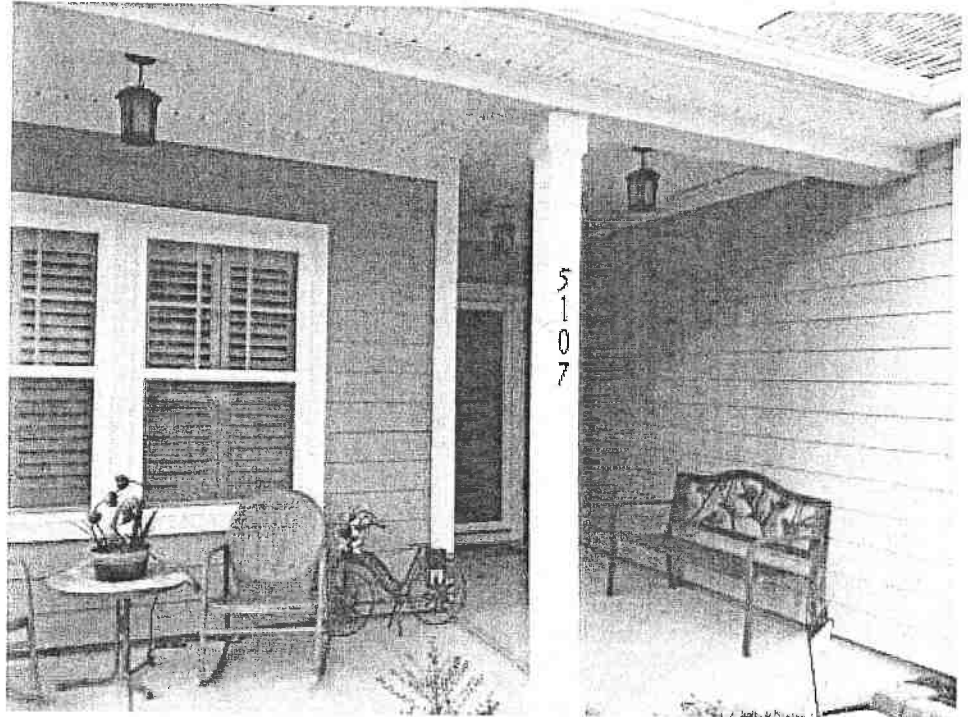




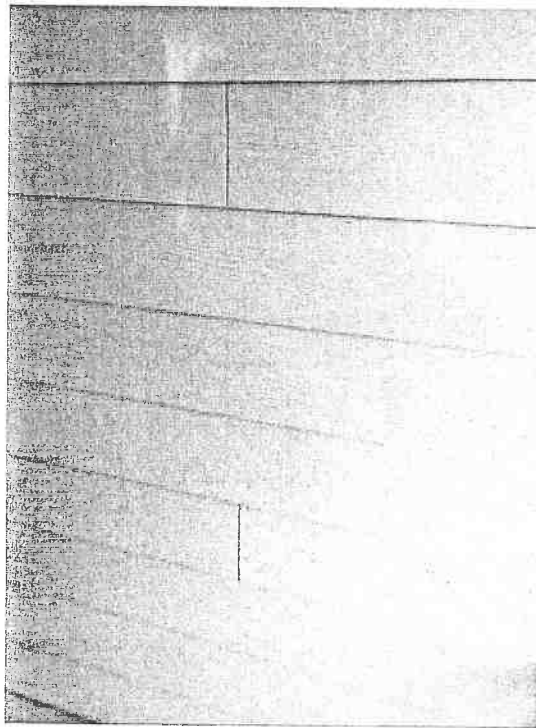
## Southern Star Roofing & Construction

6132 Brookshire Blvd, Suite I  
Charlotte, NC 28216  
704-YES-ROOF  
704-300-9965  
www.SouthernStarRoofing.com

- 5 Exterior Elevations/Front  
Elevation - 5  
Date Taken: 6/29/2018  
Taken By: R. Woolard - P.M.  
Front entry overview



- 6 Exterior Elevations/Front  
Elevation - 6  
Date Taken: 6/29/2018  
Taken By: R. Woolard - P.M.  
Surface nailed siding and/or bowing,  
cracking or curling - efforts to reduce  
bowing/curling and cracking





## Southern Star Roofing & Construction

6132 Brookshire Blvd, Suite I  
Charlotte, NC 28216  
704-YES-ROOF  
704-300-9965  
www.SouthernStarRoofing.com

### 7 Exterior Elevations/Left Elevation -

7

Date Taken: 6/29/2018

Taken By: R. Woolard - P.M.

Elevation Overview



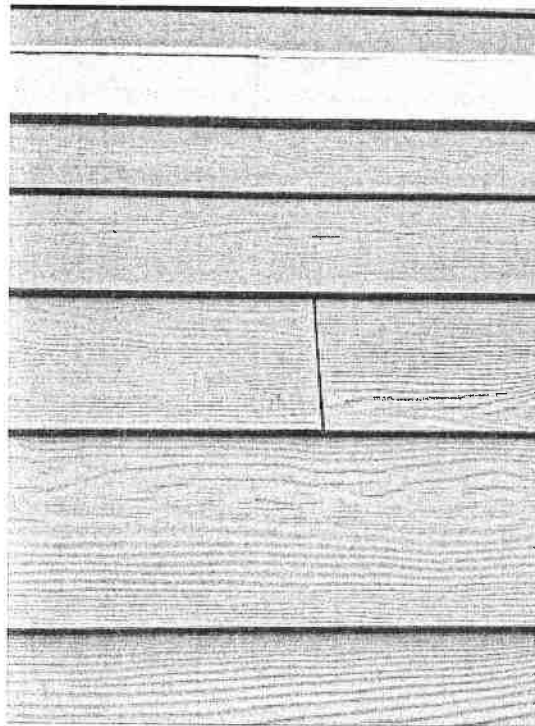
### 8 Exterior Elevations/Left Elevation -

8

Date Taken: 6/29/2018

Taken By: R. Woolard - P.M.

Surface nailed siding - efforts to  
reduce bowing/curling and cracking





## Southern Star Roofing & Construction

6132 Brookshire Blvd, Suite I  
Charlotte, NC 28216  
704-YES-ROOF  
704-300-9965  
www.SouthernStarRoofing.com

9 Exterior Elevations/Left Elevation - 9

Date Taken: 6/29/2018

Taken By: R. Woolard - P.M.

Bowed Siding Surface nailed siding - efforts to reduce bowing/curling and cracking



10 Exterior Elevations/Rear Elevation - 10

Date Taken: 6/29/2018

Taken By: R. Woolard - P.M.

Elevation Overview





OFFICE: (704) YES-ROOF  
FAX: (704) 919-5799  
info@SouthernStarRoofing.com



*50 Year Transferable Limited Product Warranty*

**WARRANTY COVERAGE.** ALLURA, ("ALLURA") warrants, for a period of fifty (50) years (the "Limited Warranty Period") from the date of purchase of ALLURA's Fiber Cement Siding Products (collectively, herein called "the Product"), for installation within the Continental U.S., the District of Columbia, and Canada, that such purchased Product complies with ASTM C1186, and that, if used for its intended purpose and properly installed and maintained according to ALLURA's published installation instructions: (a) will resist damage caused by hail or termite attacks, (b) will resist rot, (c) will remain non-combustible, and (d) will be free from manufacturing defects in material and workmanship. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, (ii) the first subsequent owner of the property on which the Product is installed, and (iii) the first transferee (each a "Covered Person").

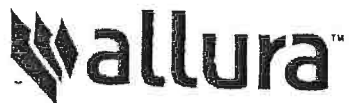
**2. ALLURA'S OBLIGATIONS.** If, during the Limited Warranty Period, the Product is defective in material or workmanship, ALLURA will, in its sole and reasonable discretion, *either*: (i) repair *or* replace the defective portion of the Product, *or* (ii) (a) during the first (1st) through the thirty-fifth (35<sup>th</sup>) year from the date of Product installation, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product (no labor or other charges shall be paid), *or* (b) during the thirty-sixth (36<sup>th</sup>) through the fiftieth (50<sup>th</sup>) year from the date of installation, reimburse the Covered Person an amount equal to the cost of similar replacement product for the defective portion of the Product (no labor or other charges shall be paid) less an annual pro rata reduction of 6.67% per year (36<sup>th</sup> year, 6.67%; 37<sup>th</sup> year, 13.34%, etc.) such that from and

after the fiftieth (50) year the amount payable under this Limited Warranty shall be zero. If the Covered Person to the reasonable satisfaction of ALLURA cannot establish the original retail cost of the defective portion of the Product, the retail cost of the defective portion of the Product shall be determined by ALLURA in its sole and reasonable discretion. ALLURA's repair or replacement of the defective portion of the Product, or reimbursement to a Covered Person, pursuant to this Section 2 of this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. ALLURA WILL NOT REIMBURSE OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

**3. CONDITIONS PRECEDENT.** Warranty coverage under this Limited Warranty is and shall be subject to the following terms and conditions:

(a) A Covered Person must provide written notice to ALLURA within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must include: (a) the name, phone number and address of the owner of the property on which the Product was installed, (b) the address of the property on which the Product was installed, (c) The name of the Product or a detailed description, and the date on which the Product was installed, (d) The date when the claimant discovered the problem, (e) A brief description of the problem, and (f) A brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damage or failure to the Product and to the Covered Person's property.

(b) Shortly after receiving written notice of a claimed defect covered by this Limited Warranty, ALLURA will provide the claimant with a Claimant



*50 Year Transferable Limited Product Warranty*

Questionnaire to fill out. This Claimant Questionnaire must be completed, signed and returned by the claimant to ALLURA (along with the photographic or other physical evidence requested in the Claimant Questionnaire) within sixty (60) days after the date on which ALLURA provided the Claimant Questionnaire to the claimant. A claimant under this Limited Warranty must provide satisfactory proof to ALLURA that such claimant is a Covered Person as defined in Section 1 above.

(c) The Product must be installed according to ALLURA's printed installation requirements and must comply with all applicable building codes adopted by applicable federal, state and/or local governmental authorities.

(d) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow ALLURA or ALLURA's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from ALLURA could possibly void the Product's Limited Warranty.

#### 4. EXCLUSIONS FROM COVERAGE.

This Limited Warranty does not cover damage or defects resulting from or in any way pertaining or attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, trim, framing

members, wall assemblies or other accessories; (b) Further processing, modification or alteration of the Product after shipping from ALLURA; (c) Neglect, abuse, or misuse; (d) Product repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure to which the Product is attached; (g) Exceeding the maximum designed wind loads; (h) Acts of God including without limitation riots, civil insurrections, wars, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including without limitation unusual weather or climate conditions); (i) Efflorescence, (j) Peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) Lack of proper storage, handling, shipping or maintenance; or (m) Any cause whatsoever other than defects in material and workmanship attributable to ALLURA.

5. SETTLEMENT OF A CLAIM. Any Product replacements or reimbursements made by ALLURA pursuant to Section 2, above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims in any arbitration or litigation related to or arising from any Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or for which a reimbursement has been made.

6. LIABILITY LIMITATION.



*50 Year Transferable Limited Product Warranty*

**NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, ALLURA SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING**

**WITHOUT LIMITATION ANY AND ALL CLAIMS PERTAINING TO: (a) PROPERTY DAMAGE, (b) BREACH OF WARRANTY, (c) BREACH OF CONTRACT, (d) TORT, OR (e) ANY OTHER LEGAL CLAIM OR THEORY.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**7. WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE ALLURA PRODUCT COVERED HEREBY. ALLURA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE.** In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you might possibly have additional rights, which vary from one jurisdiction to another.

**8. PRODUCT MODIFICATION/DISCONTINUANCE.** ALLURA reserves the right to

discontinue or modify the Product at any time, and from time to time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, ALLURA will, in its sole discretion, fulfill any replacement obligation under this Limited Warranty with a product of equal or greater value.

**9. CHOICE OF LAW.** This Limited Warranty is to and shall be construed under the laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

**10. BINDING ARBITRATION.** By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of any Product from ALLURA shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes



*50 Year Transferable Limited Product Warranty*

Supplementary Procedures, if applicable, shall apply. These Arbitration Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://www.adr.org). Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against ALLURA, you must file a case with the American Arbitration Association in Houston, Texas. You may visit the American Arbitration Association's web site at [www.adr.org](http://www.adr.org) to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you and ALLURA are each waiving the right to a trial by jury or to participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1-16).

11. SEVERABILITY. All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be

fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

12. ENTIRE AGREEMENT. This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of ALLURA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALLURA OR ITS AGENTS WILL CREATE ANY ADDITIONAL ALLURA WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF ALLURA'S OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.

13. EFFECTIVE DATE. The effective date of this Limited Warranty is February 1, 2014 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date.

14. OBTAINING LIMITED WARRANTY SERVICE. For Limited Warranty service, call 1 844 4 ALLURA or write Limited Warranty Department, ALLURA, 15055 Woodham Drive, Houston, Texas 77073.



**Lap Siding • Vertical Panel • Soffit • Shakes • Plycem Trim**  
**50 Year Transferable Limited Product Warranty**

1. WARRANTY COVERAGE. Plycem USA LLC ("Plycem") warrants the five (5) Allura™ siding and Plycem trim fiber cement products listed above (collectively, herein called "the Product") for a period of fifty (50) years from the date of purchase of the Product (the "Limited Warranty Period"), for installation within the Continental U.S., the District of Columbia, and Canada, that such purchased Product complies with ASTM C1186, and that, if used for its intended purpose and properly installed and maintained according to our published installation instructions: (a) will resist damage caused by hail or termite attacks, (b) will resist rot, (c) will remain non-combustible, and (d) will be free from manufacturing defects in material and workmanship. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, (ii) the owner of the property on which the Product is installed, and (iii) the first transferee of the property on which the Product is installed (each a "Covered Person").

2. OUR OBLIGATIONS. If, during the Limited Warranty Period, the Product is defective in material or workmanship, we will, in our sole and reasonable discretion, **either**: (i) repair **or** replace the defective portion of the Product, **or** (ii) (a) during the first (1st) through the thirty-fifth (35<sup>th</sup>) year from the date of Product installation, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product (no labor or other charges shall be paid), **or** (b) during the thirty-sixth (36<sup>th</sup>) through the fiftieth (50<sup>th</sup>) year from the date of installation, reimburse the Covered Person an amount equal to the cost of similar replacement product for the defective portion of the Product (no labor or other charges shall be paid) less an annual pro rata reduction of 6.67% per year (36<sup>th</sup> year, 6.67%; 37<sup>th</sup> year, 13.34%, etc.) such that from and after the fiftieth (50) year the amount payable under this Limited Warranty shall be zero. If the original retail cost of the defective portion of the Product cannot be established by the Covered Person to our reasonable satisfaction, the retail cost of the defective portion of the Product shall be determined by us in our sole and reasonable discretion. Our repair of the Product, replacement of the defective portion of the Product,

or reimbursement to a Covered Person, pursuant to this Section 2 of this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. WE WILL NOT REIMBURSE OR PAY ANY COSTS OR EXPENSES WHATSOEVER PERTAINING TO LABOR OR ACCESSORY MATERIALS.

3. CONDITIONS PRECEDENT. Warranty coverage under this Limited Warranty is and shall be subject to the following terms and conditions:

(a) A Covered Person must provide written notice to us within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must include: (a) the name, phone number and address of the owner of the property on which the Product was installed, (b) the address of the property on which the Product was installed, (c) the name of the Product or a detailed description, and the date on which the Product was installed, (d) the date when the claimant discovered the problem, (e) A brief description of the problem, and (f) A brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damage or failure to the Product and to the Covered Person's property.

(b) Shortly after receiving written notice of a claimed defect covered by this Limited Warranty, we will provide the claimant with a Claimant Questionnaire to fill out. This Claimant Questionnaire must be completed, signed and returned by the claimant to us (along with the photographic or other physical evidence requested in the Claimant Questionnaire) within sixty (60) days after the date on which we provided the Claimant Questionnaire to the claimant. A claimant under this Limited Warranty must provide satisfactory proof to us that such claimant is a Covered Person as defined in Section 1 above.

(c) The Product must be installed according to our printed installation requirements and must comply with all applicable building codes

adopted by applicable federal, state and/or local governmental authorities.

(d) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow us or our authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from us could possibly void the Product's Limited Warranty.

**4. EXCLUSIONS FROM COVERAGE.** This Limited Warranty does not cover damage or defects resulting from or in any way pertaining or attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of studs, framing members, wall assemblies or other accessories; (b) Further processing, modification or alteration of the Product after shipping from us; (c) Neglect, abuse, or misuse; (d) Product repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure to which the Product is attached; (g) Exceeding the maximum designed wind loads; (h) Acts of God including without limitation riots, civil insurrections, wars, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including without limitation unusual weather or climate conditions); (i) Efflorescence, (j) Peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) Lack of proper storage, handling, shipping or maintenance; or (m) Any cause whatsoever other than defects in material and workmanship attributable to us.

**5. SETTLEMENT OF A CLAIM.** Any Product replacements or reimbursements made by us pursuant to Section 2, above, shall be deemed a full settlement and release of any claims arising hereunder and shall be a complete bar to any claims

in any arbitration or litigation related to or arising from any Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or for which a reimbursement has been made.

**6. LIABILITY LIMITATION.** NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, WE SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS PERTAINING TO: (a) PROPERTY DAMAGE, (b) BREACH OF WARRANTY, (c) BREACH OF CONTRACT, (d) TORT, OR (e) ANY OTHER LEGAL CLAIM OR THEORY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**7. WARRANTY LIMITATION.** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR OUR PRODUCT COVERED HEREBY. WE HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above warranty limitation shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you might possibly have additional rights, which may vary from one jurisdiction to another.

**8. PRODUCT MODIFICATION/DISCONTINUANCE.** We reserve the right to discontinue or modify the Product at any time, and from time to time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, we will, in our sole discretion, fulfill any replacement obligation under this Limited Warranty with a product of equal or greater value.

9. CHOICE OF LAW. This Limited Warranty is to and shall be construed under the laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

10. BINDING ARBITRATION. By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of any Product from us shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes Supplementary Procedures, if applicable, shall apply. These Arbitration Rules may currently be found on the American Arbitration Association's web site at [www.adr.org](http://www.adr.org). Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration against us, you must file a case with the American Arbitration Association in Houston, Texas. You may visit the American Arbitration Association's web site at [www.adr.org](http://www.adr.org) to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to an arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you and us are each waiving the right to a trial by jury or to

participate in a class action. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1-16).

11. SEVERABILITY. All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

12. ENTIRE AGREEMENT. This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of ours. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AGENTS WILL CREATE ANY ADDITIONAL WARRANTIES FROM US OR IN ANY WAY INCREASE THE SCOPE OF OUR OBLIGATIONS BEYOND THOSE OF THIS LIMITED WARRANTY.

13. EFFECTIVE DATE. The effective date of this Limited Warranty is August 1, 2016 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date.

14. OBTAINING LIMITED WARRANTY SERVICE. For Limited Warranty service, call 1-844-4Allura or write Allura's Limited Warranty Department at 15055 Woodham Drive, Houston, Texas 77073.

1-844-4255872



# A. Settlement Statement (HUD-1)

## P. Type of Loan

<input checked="" type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 2016058996	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower:  Pamela J. Frick PO Box 1304 Waxhaw, NC 28173	E. Name and Address of Seller:  TRUE HOMES, LLC 2649 Brekonridge Centre Drive Monroe, NC 28110	F. Name and Address of Lender:
G. Property Location: 5107 Sand Trap Court Monroe, NC 28112 Union County, North Carolina Lot 170 Stonebridge	H. Settlement Agent: Hinson Faulk, P.A. 309 Post Office Drive Indian Trail, NC 28079  Place of Settlement: 309 Post Office Drive Indian Trail, NC 28079	I. Settlement Date:  May 27, 2016  Ph. (704)684-0031

## J. Summary of Borrower's transaction

100. Gross Amount Due from Borrower:	
101. Contract sales price	
102. Personal property	
103. Settlement Charges to Borrower (Line 1400)	
104.	
105.	
Adjustments for items paid by Seller in advance	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109. Prior HOA Dues	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Seller Paid Closing Costs	
Adjustments for items unpaid by Seller	
210. City/Town Taxes to	
211. County Taxes 01/01/16 to 05/27/16	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	
300. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (line 120)	
302. Less amount paid by/for Borrower (line 220)	
303. Cash <input checked="" type="checkbox"/> From Borrower <input type="checkbox"/> From Seller	

## K. Summary of Seller's transaction

400. Gross Amount Due to Seller:	
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409. Prior HOA Dues	
410.	
411.	
412.	
420. Gross Amount Due to Seller	
500. Reductions in Amount Due Seller:	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage to Wells Fargo	
505. Payoff Second Mortgage	
506. Deposit retained by seller	
507.	
508.	
509. Seller Paid Closing Costs	
Adjustments for items unpaid by Seller	
510. City/Town Taxes to	
511. County Taxes 01/01/16 to 05/27/16	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	
600. Cash at settlement to/from Seller	
601. Gross amount due to Seller (line 420)	
602. Less reductions due Seller (line 520)	
603. Cash <input checked="" type="checkbox"/> From Seller <input type="checkbox"/> From Borrower	